

Bond No. 104854329

**08 C 50008**DOCUMENT 00610 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that  
Young Construction & Paving, LLC

24711 Emerson Road

Sterling, IL 61081

as Principal, hereinafter called Contractor, and  
Travelers Casualty & Surety Company of America

One Tower Square

Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto  
Westar Energy, Inc.

818 Kansas Avenue

Topeka, KS 66601 Six Million Six Hundred Ninety-Six Thousand

as Obligee, hereinafter called Owner, in the amount of Nine Hundred Seventy-Four & No/100 dollars  
(\$6,696,974.00), for the payment whereof Contractor and Surety bind themselves, their heirs,  
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

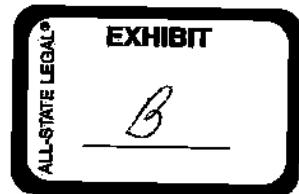
WHEREAS, Contractor has by written Agreement dated April 20 2007 entered into a contract  
 with Owner for Jeffrey Energy Center, Flue Gas Desulfurization ("FGD") Rebuild  
Project, Foundation and Civil Work, Westar Energy Contract No. 649360  
 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, If Contractor shall  
 promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it  
 shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.  
 Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner  
 having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall  
 promptly:

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,  
 and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects,  
 upon determination by the Owner and the Surety jointly of the lowest responsible bidder,  
 arrange for a contract between such bidder and Owner, and make available as Work progresses  
 (even though there should be a default or a succession of defaults under the contract or  
 contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
 completion less the balance of the Contract Price, but not exceeding, including other costs and  
 damages for which the Surety may be liable hereunder, the amount set forth in the first  
 paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall  
 mean the total amount payable by Owner to Contractor under the Contract and any  
 amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which  
 final payment under the Contract falls due.



DOCUMENT 00610 - PERFORMANCE BOND: Continued

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 14th day of May 2007

CONTRACTOR  
Young Construction & Paving, LLC  
By \_\_\_\_\_

(CORPORATE SEAL)

SURETY  
Travelers Casualty & Surety Company of America  
By \_\_\_\_\_  
Daniel P. Curran, Attorney-In-Fact

COUNTERSIGNED: Resident Agent  
State of Kansas

By \_\_\_\_\_

ATTORNEY-IN-FACT  
Daniel P. Curran

(CORPORATE SEAL)

(This Bond shall be accompanied with  
Attorney-in-Fact's authority from Surety)

Approved as to Form:

\_\_\_\_\_  
Attorney for \_\_\_\_\_

END OF DOCUMENT 00610

Bond No. 104854329

DOCUMENT 00611 - LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

Young Construction & Paving, LLC  
24711 Emerson Road  
Sterling, IL 61081

as Principal, hereinafter called Contractor, and

Travelers Casualty & Surety Company of America  
One Tower Square  
Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto

Westar Energy, Inc.  
818 Kansas Avenue  
Topeka, KS 66601

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Six Million Six Hundred Ninety-Six Thousand Nine Hundred Seventy-Four & No/100ths (\$6,696,974.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated April 20, 2007, entered into a contract with Owner for Jeffrey Energy Center, Flue Gas Desulfurization ("FGD") Rebuild Project, Foundation and Civil Work, Westar Energy Contract No. 649360 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinabove defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

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DOCUMENT 00611 - LABOR AND MATERIAL PAYMENT BOND: continued

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety, within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this 14th day of May, 2007.

CONTRACTOR  
Young Construction & Paving, LLC

(CORPORATE SEAL)

By \_\_\_\_\_

SURETY  
Travelers Casualty & Surety Company of America  
By \_\_\_\_\_  
Daniel P. Curran, Attorney-In-Fact

COUNTERSIGNED: Resident Agent  
State of Kansas

By \_\_\_\_\_

DOCUMENT 00611 - LABOR AND MATERIAL PAYMENT BOND; continued

ATTORNEY-IN-FACT : (CORPORATE SEAL)  
Daniel P. Curran

(This Bond shall be accompanied with  
Attorney-in-Fact's authority from Surety)

Approved as to Form:

\_\_\_\_\_  
Attorney for \_\_\_\_\_

END OF DOCUMENT 00611